



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE
REFER TO FILE: **AS-0**

May 2, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

SUMMER BEACH BUS SERVICE PROGRAM SUPERVISORIAL DISTRICTS 3 AND 5 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the Summer Beach Bus Service Program is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Authorize the Director of Public Works to execute the Summer Beach Bus Service contract (Enclosure B) with Antelope Valley Bus, Inc., a Coach USA Company (AV Bus), located in Long Beach, California, commencing on June 1, 2002, for a three-year period with two 1-year options for a total contract period of five years.
3. Authorize the Director of Public Works to disburse an annual amount of up to \$100,046 plus ten percent for additional unforeseen transportation services beyond the contemplated scope of the contract and bus signage costs from Proposition A Local Return Transit Funds available in the Third and Fifth Supervisorial Districts' portion of the Transit Enterprise Fund. This amount represents the estimated annual cost of this program based on the unit prices submitted by AV Bus.
4. Authorize the Director of Public Works to execute any necessary agreements with the City of La Canada Flintridge to provide for the City to reimburse the County for the City's share of the annual cost of the program.

5. Authorize the Director of Public Works to execute any necessary agreements with the City of Los Angeles to provide for the City to reimburse the County for the City's share of the annual cost of the program.
6. Delegate authority to the Director of Public Works to renew the contract for the two 1-year options, if, in the opinion of the Director, renewal is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to award a contract to AV Bus, to provide for the operation for the Summer Beach Bus Service Program for an initial three-year period, with two 1-year options to renew for a total contract period of five years.

Since 1974, this program has provided bus service from the unincorporated County areas of the Antelope Valley, Altadena, La Crescenta, Charter Oak, Topanga Canyon, the City of La Canada Flintridge, and the City of Los Angeles to Santa Monica Beach. This program continues to be an effective custom for transporting residents from unincorporated County areas of the Third and Fifth Supervisorial Districts, the City of La Canada Flintridge, and the City of Los Angeles to the beach for summer recreational activities. This program affords an opportunity for residents who have no other means of transportation to the beach. Bus service will operate on selected days of the week during the summer months starting mid-June through Labor Day of each contract year.

Implementation Of Strategic Plan Goals

The contract will meet the County's Strategic Plan Goals of Service Excellence and Organizational Effectiveness. This program will be provided on a part-time basis and AV Bus has the expertise to complete the work which will allow Public Works to provide quality service to the public in a more responsive manner.

FISCAL IMPACT/FINANCING

The contract's annual not-to-exceed amount is \$100,046 plus ten percent for additional unforeseen transportation services beyond the contract's contemplated scope of work, including cost for bus signage. These additional funds will provide for additional

transportation services which may be identified by the County during the contract term.

These additional funds will not be expended without the authorization of the Director. This program will be financed from the Third and Fifth Supervisorial Districts' Proposition A Local Return Transit Funds available in the Transit Enterprise Fund administered by Public Works for Fiscal Years 2002-03, 2003-04, and 2004-05. The share of cost for the City of La Canada Flintridge and the City of Los Angeles will be based on the number of riders who board and/or exit the bus in these City areas in proportion to the total ridership. The City of Los Angeles will also pay a percentage of the program's marketing costs for the Topanga Summer Beach Bus route. The Los Angeles County Metropolitan Transportation Authority has approved this program as eligible for Proposition A Local Return Transit Funding. There will be no impact on net County cost.

The contract will commence on June 1, 2002, for an initial three-year period with two 1-year renewal options not to exceed a total contract period of five years. The Director will have the option to renew the contract for the fourth and fifth years. In any event, the contract may be canceled or terminated at any time by the Director without cause upon the giving at least 30 days' written notice to AV Bus.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract (Enclosure B) has been approved by County Counsel as to form.

The contract allows cost of living adjustments for the two optional years in accordance with County policy established by the Chief Administrative Office.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract which is for non-Proposition A services, as these services are required on a part-time basis.

ENVIRONMENTAL DOCUMENTATION

On June 3, 1997, Synopsis 63, your Board found this service categorically exempt pursuant to the Class I category provided under Section 15301 of the CEQA guidelines and Appendix G of the County's Environmental Document Reporting Procedures and Guidelines.

CONTRACTING PROCESS

On March 20, 2002, Public Works solicited proposals from 93 independent contractors and community business organizations to accomplish this as-needed transportation service. Also, notice of proposal availability was placed on the County's bid website and an advertisement was placed in the Los Angeles Times.

On April 10, 2002, one proposal was received. This proposal was first reviewed to ensure that it met the mandatory requirements as outlined in the Request for Proposals. Having met the mandatory requirements and found to be responsive and the proposer responsible with the service to be provided at a reasonable cost, it is recommended that the contract be awarded to Antelope Valley Bus, Inc., a Coach USA Company, located in Long Beach, California.

The contract will contain recent Board-ordered contract terms regarding contract termination for improper consideration, consideration of GAIN Program participants should AV Bus require additional or replacement personnel, notifying their current and new employees regarding the Federal earned-income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, and contractor responsibility and debarment.

Public Works has confirmed that the Child Support Services Department has received AV Bus' Principal Owners Information Form in compliance with Los Angeles County Code, Chapter 2.200 (Child Support Compliance Program).

Enclosure A reflects AV Bus' minority participation. AV Bus was selected upon final analysis and consideration, without regard to race, creed, gender, or color.

As requested by your Board, AV Bus has submitted its safety record which, in our opinion, reflect that activities conducted by this firm in the past has been according to reasonable standards of safety.

The required Comprehensive General and Automobile Liability insurance certifications, naming the County as additional insured, and evidence of Workers' Compensation insurance

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will be obtained from AV Bus before work will be assigned.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, Public Works assures your Board that AV Bus will not be required to perform services that exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on other current transportation services or projects in the unincorporated County areas resulting from the action. The award of this contract will not affect County personnel as this service is required on an intermittent, as-needed basis.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel

SAMPLE CONTRACT BETWEEN
THE COUNTY OF LOS ANGELES AND
" _____ "
FOR THE OPERATION OF A PUBLIC
ALTADENA, LA CRESCENTA/LA CANADA FLINTRIDGE,
CHARTER OAK, ANTELOPE VALLEY, AND TOPANGA CANYON AREAS
SUMMER BEACH BUS SERVICE

THIS CONTRACT, made and entered into this ____ day of _____ 2002, by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY," and "_____", hereinafter referred to as "CONTRACTOR":

WITNESSETH

WHEREAS, there is an immediate and demonstrable need in various areas of the COUNTY for the operation of various forms and modes of public transportation services, including a system of bus passenger service, to serve the interests of the public traveling to, from, and in those areas; and

WHEREAS, COUNTY proposes to operate a summer beach bus service, hereinafter referred to as “SERVICE,” to serve the unincorporated COUNTY areas of Altadena, La Crescenta, Charter Oak, Antelope Valley, Topanga Canyon, and the City of La Canada Flintridge; and

WHEREAS, COUNTY desires to enter into a CONTRACT with a competent, well-established, and skilled CONTRACTOR for the operation of a public transportation system on routes hereinafter designated; and

WHEREAS, CONTRACTOR has agreed to provide the aforementioned SERVICE in accordance with the hereinafter-mentioned conditions; and

WHEREAS, this CONTRACT is awarded pursuant to the authority of Section 26002 of the Government Code of the State of California, which Section authorizes COUNTY to furnish and operate public transportation services within COUNTY.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained to be kept and performed by the parties, hereto, it is agreed as follows:

1. Complete Contract

This document constitutes the complete and exclusive statement of the terms of CONTRACT between COUNTY and CONTRACTOR, and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any provision of the CONTRACT shall not affect the validity of other provisions. Notwithstanding the foregoing, CONTRACTOR's representations made in any proposal to procure this CONTRACT are hereby incorporated by reference.

2. Term of Contract

- A. The initial term of this CONTRACT shall commence June 1, 2002, for an initial period of three years. At the discretion of the COUNTY, this CONTRACT may be extended after this initial three-year period in increments of one year, not to exceed a total contract period of five years. COUNTY, acting through the COUNTY's Director of Public Works, hereinafter referred to as "DIRECTOR," will give written notice of intent to extend the SERVICE and provide exact dates of operation for the extended SERVICE approximately 60 days prior to the start of each period. The days of SERVICE for the following years will be from mid June through Labor Day within each year. Exact dates of operation will be determined by COUNTY.

CONTRACTOR shall perform the SERVICE hereinafter indicated strictly in accordance with the terms and conditions of this CONTRACT.

B. Cost of Living Adjustment

The CONTRACT's unit price may be adjusted for the option years (fourth and fifth contract years). The adjustment will be based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to COUNTY employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should the Board not approve any increase in COUNTY employee salaries, no cost of living adjustments will be granted.

3. Equipment and Facilities

- A. CONTRACTOR, as an independent CONTRACTOR, shall, at its sole cost and expense, provide five CONTRACTOR owned, operated, and maintained urban

or suburban transit-type buses, or approved equal, which are not certified as school buses or School Pupil Activity Vehicle buses, with a minimum required seating capacity of 53 passenger seats as primary vehicles and, if needed, provide up to five wheelchair lift-equipped vehicles to accommodate at least two wheelchairs each; or provide a 40 passenger bus, as secondary vehicles to serve the specified routes to be described hereinafter. The secondary vehicle(s) is hereinafter incorporated into the phrases "bus," "buses," "buses and bus equipment," and other such reference to the vehicles required to be utilized in this CONTRACT.

- B. CONTRACTOR is required to have a live dispatch service operating during hours of operation of SERVICE. Each of the buses shall be equipped with mobile phones or two-way radios with compatible radio dispatch equipment at CONTRACTOR's control facilities. Dispatch must have constant two-way communication with each bus in SERVICE.
- C. All the buses required to be utilized in this CONTRACT shall be subject to the approval of DIRECTOR, and shall be safe for operation on public roads and streets. CONTRACTOR shall, at its sole cost and expense, register and license such buses and bus equipment as may be necessary or required to operate said buses and bus equipment on public roads and streets. In the event COUNTY exercises its right to increase the SERVICE hereinafter described, CONTRACTOR shall provide the necessary additional buses and/or vehicles for said SERVICE.
- D. All of the said buses, bus equipment, and other equipment and facilities required by this CONTRACT shall, during the term hereof, be maintained by CONTRACTOR in good order and repair and in a condition satisfactory to DIRECTOR.
- E. Buses shall be sufficiently fueled prior to placing the bus in SERVICE on each day of operation to successfully complete the trip as specified herein.
- F. Bus interiors shall be cleaned and swept prior to placing the bus in SERVICE on each day of operation, specified herein, and the exterior shall be washed weekly.
- G. Buses will be required to have signage promoting the Beach Bus Program as described in Subsection 7.D herein.
- H. Advertising on the buses is prohibited unless written authorization is obtained from DIRECTOR. The terms and conditions of any such advertising shall be

subject to approval by DIRECTOR. Proceeds of the advertisement will be remitted to COUNTY. DIRECTOR's decisions on these matters shall be final.

- I. CONTRACTOR shall provide additional buses, as necessary, in the event of a bus breakdown or overload conditions. An overload condition exists when there are more passengers than seats available. The maximum response time shall be 30 minutes for a bus to be made available for the bus patrons to continue on to their destination.
- J. CONTRACTOR shall provide and maintain appropriate fixed maintenance facilities for the servicing of the buses and bus equipment utilized under this CONTRACT. Such facilities shall be subject to inspection and approval of DIRECTOR.
- K. CONTRACTOR shall hold a valid charter license or certificate issued by the California Public Utilities Commission and shall comply with all applicable Federal and State laws and safety regulations, including but not limited to General Order No. 98A of the California Public Utilities Commission, relating to the operation and maintenance of buses and bus equipment.
- L. CONTRACTOR shall possess a facsimile machine.

4. Plan Route Frequency and Days of Service

A. Altadena and La Crescenta/La Canada Flintridge (Routes A and B)

Included herewith, and as a part hereof, are APPENDICES A and B describing the locations and extent of the routes to be served. Route A shall begin on Saturday, June 22, 2002, and continue on each Thursday and Saturday through July 20, 2002, and then five days a week, Monday, Tuesday, Thursday, Friday, and Saturday, beginning July 22 through September 2, 2002 (a total of 40 SERVICE days). Route B shall begin on Thursday, June 20, 2002, and continue on each Thursday and Saturday through July 20, 2002, and then, five days a week, Monday, Tuesday, Thursday, Friday, and Saturday, beginning July 22 through September 2, 2002 (a total of 41 SERVICE days). Dates of operation during the Summer Season of 2003, and 2004 will be approximately from mid June to Labor Day. Exact dates will be determined approximately 60 days prior to operation within that same year. One round trip between Altadena and Santa Monica Beach and one round trip between La Crescenta/La Canada Flintridge and Santa Monica Beach shall be provided at the times and stops described in the attached APPENDICES A and B. If and when increased ridership calls for it, CONTRACTOR shall provide additional round trips (bus days) on the SERVICE days designated above, as directed by DIRECTOR, not to exceed two additional buses on any given day. DIRECTOR may cancel bus trips to Santa Monica Beach with a one-day notice without

penalty to COUNTY.

B. Charter Oak and Antelope Valley (Routes C and D)

Included herewith, and as part hereof, are APPENDICES C and D describing the location and extent of the routes to be served. Route C shall begin on Saturday, June 15, 2002, and operate three days a week (Tuesday, Thursday, and Saturday) and Monday (Labor Day) through September 3, 2002, (a total of 35 SERVICE days). Route C shall provide one round trip between Charter Oak and Santa Monica Beach at the times and stops described in the attached APPENDIX C. Route D shall provide one round trip between Antelope Valley and Santa Monica Beach at the times and stops described by the attached APPENDIX D. If and when increased ridership calls for it, CONTRACTOR shall provide additional round trips (bus days) on the SERVICE days designated above, as described by DIRECTOR, not to exceed two additional buses on any given day. DIRECTOR may cancel bus trips to Santa Monica Beach with a one-day notice without penalty to COUNTY. Dates of operation during the Summer Season of 2003, and 2004 will be approximately from mid June to Labor Day. Exact dates will be determined approximately 60 days prior to operation within that same year.

C. Topanga Canyon (Route E)

Included herewith, and as part hereof, is APPENDIX E describing the location and extent of the route to be served. Route E shall begin on Monday, June 24, 2002, and operate five days a week (Monday through Friday) through September 2, 2002, (a total of 51 SERVICE days). Route E shall provide three round trips between Topanga Canyon and Topanga Beach, Will Rogers State Beach, and Santa Monica Beach at the times and stops described in the attached APPENDIX E. This route has been extended to start from the area north of Topanga Canyon at Topanga Canyon Boulevard and the U.S. 101 Ventura Freeway. Dates of operation during the Summer Season of 2003, and 2004 will be approximately from mid June to Labor Day. Exact dates will be determined approximately 60 days prior to operation within that same year.

D. Provision of Lift-Equipped Vehicles (This Section is only applicable to bid Alternative B)

If and when ridership calls for it, CONTRACTOR shall provide a lift-equipped vehicle for round trips on the SERVICE days designated above for Routes A, B, C, D, and E as directed by DIRECTOR, not to exceed one lift-equipped vehicle for each route on any given day.

Patrons with disabilities will be encouraged to make advanced reservations through

COUNTY's Special Assistance number (as shown in APPENDICES A, B, C, D, and E); however, the maximum response time shall not be greater than 30 minutes for a lift-equipped vehicle to be made available for any bus patrons with a disability waiting for SERVICE located along the route. DIRECTOR may cancel lift-equipped vehicle trips with a one-day notice without penalty to COUNTY; however, lift-equipped vehicle trips canceled on the same day as scheduled for operation will be entitled to a cancellation charge.

5. Rates and Compensation

A. Operation Costs

COUNTY shall pay CONTRACTOR monthly an amount equal to the number of actual bus days of operation times the unit price according to CONTRACTOR's Schedule of Prices attached hereto and made part of this CONTRACT as EXHIBIT C-2.

The unit price per bus day, as indicated on EXHIBIT C-2, include all costs for furnishing buses, bus equipment, personnel, and facilities as may be necessary or required by this CONTRACT for the operation of the routes specified.

For buses serving Routes A, B, C, D, and E, CONTRACTOR may park at Santa Monica Beach Lot No. 1550. CONTRACTOR shall pay any necessary parking fees. The costs of parking shall be included in the Bid Price Per Bus Day.

The monetary value indicated on EXHIBIT C-2 shall apply as follows:

1. To SERVICE herein described.
2. To increases in SERVICE up to 100 percent of the bus days noted herein, but subject to negotiation for increases of more than 100 percent.
3. To the cancellation charge which is equivalent to one-third of a bus day. The cancellation charge shall be charged if the trip is canceled by DIRECTOR or if the trip to the beach is not completed due to lack of riders.

B. Liquidated Damages

SERVICE shall be provided as scheduled or according to any adjustments to schedules established by DIRECTOR, including route modifications required as a result of a declared emergency (see Section 14). CONTRACTOR shall strive to maintain on-time performance; however, CONTRACTOR will not be held responsible for the failure to

provide on-time SERVICE due to delays with passenger boardings, unusual loading and unloading of equipment, medical and police response required for passengers, weather or traffic conditions, unavoidable vehicle malfunctions, or naturally occurring disasters, if sufficient documentation is provided to COUNTY.

It is mutually understood and agreed that CONTRACTOR's failure to meet operating performance standards will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix, that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time, and that the liquidated damages are not intended as a penalty or forfeiture for CONTRACTOR's breach. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due CONTRACTOR. The parties agree COUNTY may impose liquidated damages not to exceed two times the bid unit price per bus day for a single round trip bus trip. The liquidated damages shall be imposed on the following basis:

1. Adherence to Schedule. The following liquidated damages may be imposed by COUNTY if, within any 30-day period, any of the following incidents occur on a route after the occurrence of one substantiated incident on any of the routes during the same 30-day period:
 - a. If SERVICE trip departs in advance of scheduled departure time at any designated time point, the liquidated damages shall be \$100 per occurrence.
 - b. If SERVICE trip departs more than 15 minutes late, following time set forth for departure at any designated time point, the liquidated damages shall be \$100 per occurrence.
2. Incomplete Trip. If a SERVICE trip is not substantially completed, the liquidated damages shall be \$200 per occurrence. If the pick-up/drop-off points for each route are not performed in the correct order as shown on APPENDICES A, B, C, D, and E, the trip shall be considered not substantially completed.
3. Vehicles not Available. If any SERVICE trip is not made due to the unavailability of any vehicle, including secondary lift-equipped vehicles, the liquidated damages shall be \$200 per occurrence.

C. Noncompensation

In the event CONTRACTOR is precluded from providing the SERVICE described herein

for those excusable reasons cited in Section 14 herein, and the excusable delay occurs before the start of the regularly scheduled SERVICE, CONTRACTOR shall not receive compensation under this CONTRACT for the period of the excusable delay. If the excusable delay occurs following the start of regularly scheduled SERVICE, CONTRACTOR shall be compensated for a vehicle bus day.

D. Maximum Obligation

Notwithstanding the above, COUNTY's annual total cost under this CONTRACT shall not exceed \$100,046 or, such greater sum as the BOARD may approve.

6. Invoices for Payment

CONTRACTOR shall submit invoices to COUNTY along with documentation thereof and all required reports in the form and number required by COUNTY no later than the fifteenth day of the following month for payment for SERVICE. Operating costs shall be submitted as amount due CONTRACTOR. Invoices shall be sent to:

Department of Public Works
Fiscal Division
Attention Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

7. Contractor's Service Requirements

A. Monitoring of Schedules and Service (Contractor)

CONTRACTOR shall monitor schedules, SERVICE, and report ridership to DIRECTOR on a regular basis and indicate the need to maintain, reduce, or increase the frequency of operations. Ridership shall be recorded daily and submitted weekly to DIRECTOR. Any unlawful or unusual event on the SERVICE, including incidents involving a confrontation between passengers, shall be reported by CONTRACTOR to DIRECTOR as soon as possible, but not later than the next COUNTY Department of Public Works business day (Monday through Thursday) following the occurrence. Any vehicle accident or passenger injuries shall be reported by CONTRACTOR to DIRECTOR as soon as possible but no later than four hours from the time of the incident.

B. Monitoring of Schedules and Service (County)

DIRECTOR shall have the right to have authorized COUNTY personnel board at no cost to COUNTY, all buses utilized by CONTRACTOR in the performance of SERVICE herein for the purpose of monitoring CONTRACTOR's schedules and SERVICE.

C. Personnel

1. Staffing. CONTRACTOR shall supply a sufficient number of properly trained and qualified personnel to operate and maintain its equipment and to provide the SERVICE required by this CONTRACT. Employment and compensation of such personnel shall be in accordance with all applicable Federal, State, and local ordinances and laws. All of CONTRACTOR's employees shall at all times, while on duty in the performance of the SERVICE required herein, be neatly and cleanly dressed, and maintain a courteous cooperative attitude in their contact with the public. All personnel who are likely to be in contact with the public shall be trained to give accurate information concerning the routes and schedules of operations of the SERVICE. All of the said personnel that operate buses in revenue SERVICE shall be familiar with each route before providing SERVICE and how to travel to the said destination points via streets and freeway systems.

CONTRACTOR shall, during the normal bus operating hours, have a manned office to accept calls of an emergency and informational nature as it relates to the SERVICE.

Upon notice from DIRECTOR concerning nonconforming conduct, demeanor, or appearance of such persons in the employment of CONTRACTOR, CONTRACTOR shall immediately take steps necessary to correct or remove the cause of the objection.

2. Employment of Aliens. CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing SERVICE hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations, including, but not limited to the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain, from all employees performing SERVICE hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation for all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of Federal statutes or regulations

pertaining to the eligibility for employment of persons performing SERVICE under this CONTRACT.

3. Controlled Substance and Alcohol Testing. CONTRACTOR shall implement, at a minimum, the Controlled Substance and Alcohol Testing Program as specified in APPENDIX F and shall conduct a minimum of one such random substance testing even though the term of this CONTRACT is less than three months. CONTRACTOR shall provide evidence of compliance with the random substance testing prior to DIRECTOR authorizing payment for the completion of the quarter.

D. Signage

CONTRACTOR shall furnish signs to identify the SERVICE and have them attached to the exterior of the buses in the maximum space allowable. COUNTY shall provide CONTRACTOR with all graphics on disk or by e-mail to be used by CONTRACTOR for production of signs. Signs shall be made of material, mounted and adhered to securely in accordance with all safety regulations, the California Code of Regulations, Title 13, and the California Vehicle Code. The size and material of the signs must be approved by DIRECTOR prior to production.

8. Changes in Routes, Frequency, Stops, and Equipment

DIRECTOR may from time-to-time require changes to be made on the route, frequency of SERVICE, stop locations, and equipment. Said changes will be requested of CONTRACTOR in writing five days in advance, unless a shorter notification period is acceptable to CONTRACTOR, of the implementation of the change. CONTRACTOR shall, after receipt of written notice, take the necessary steps to institute such change in the most expedient manner possible.

9. Fares or Charges

Passenger fares will be as described in APPENDICES A, B, C, D, and E. DIRECTOR will notify CONTRACTOR in writing of any changes in the fares during the term of this CONTRACT. CONTRACTOR shall charge and collect from patrons utilizing said transportation system, the fares or charges, as may be established by COUNTY, in locked fare boxes of a type approved by DIRECTOR. Patrons riding round trip shall pay the round trip fare and be issued a date-stamped ticket for a guaranteed return seat for the same day. CONTRACTOR shall accept valid vouchers or tokens, as may be authorized or provided by DIRECTOR, from said persons in lieu of money.

CONTRACTOR shall, upon such forms as shall be prescribed by DIRECTOR, furnish weekly to DIRECTOR a daily accounting of all revenues collected. The revenues collected each month will be deducted from the amount due to CONTRACTOR for the SERVICE provided during that month.

10. Indemnification

The CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its special districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this CONTRACT.

11. Safety Indemnification

To the extent allowed by law, the CONTRACTOR agrees to defend, indemnify, and hold harmless the COUNTY, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the CONTRACTOR, its subcontractors or COUNTY, attributable to any alleged act or omission of the CONTRACTOR and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. CONTRACTOR shall not be obligated to indemnify for liability and expenses arising from the active negligence of the COUNTY. The COUNTY may deduct from any payment otherwise due the CONTRACTOR any costs incurred or anticipated to be incurred by the COUNTY, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the CONTRACTOR under this CONTRACT.

12. Insurance

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this CONTRACT, the CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this CONTRACT. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

- A. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to Programs Development Division, Attention Kathi Delegal, P.O. Box 1460, Alhambra, CA 91802-1460 prior to commencing SERVICE under this CONTRACT. Such certificates or other evidence shall:
1. Specifically identify this CONTRACT.
 2. Clearly evidence all coverage required in this CONTRACT.
 3. Contain the express condition that COUNTY is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 4. Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY, its special districts, its officials, officers, and employees as insured for all activities arising from this CONTRACT.
 5. Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- B. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the COUNTY with an A. M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- C. Failure to Maintain Coverage - Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this CONTRACT. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

- D. Notification of Incidents, Claims, or Suits - CONTRACTOR shall report to COUNTY's Project Manager:
1. any accident or incident relating to SERVICE performed under this CONTRACT which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
 2. any third-party claim or lawsuit filed against the CONTRACTOR arising from or related to SERVICE performed by CONTRACTOR under this CONTRACT.
 3. any injury to a CONTRACTOR's employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report."
 4. any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR under the terms of this CONTRACT.
- E. Compensation for COUNTY Costs - In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this CONTRACT, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
- F. Insurance Coverage Requirements for Subcontractors - CONTRACTOR shall ensure any and all subcontractors performing SERVICE under this CONTRACT meet the insurance requirements of this CONTRACT by either:
1. CONTRACTOR providing evidence of insurance covering the activities of subcontractor, or
 2. CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

13. Insurance Coverage Requirements

- A. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:

\$2 million

Products/Complete Operations Aggregate: \$1 million
Personal and Advertising Injury: \$1 million
Each Occurrence: \$1 million

B. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of an amount as recommended by the Public Utilities Commission but not less than the following:

- ! Seating capacity of 16 passengers or more (including driver) \$5,000,000.00.
- ! Seating capacity of 15 passengers or less (including driver) \$1,500,000.00.
- ! Taxicabs, as defined by Vehicle Code, Section 27908, a minimum of \$100,000.00 per person, \$300,000.00 per occurrence, and \$50,000.00 property damage or a combined single-limit of \$300,000.00.

Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto."

The above requirements can be met by a combination of primary and excess insurance coverage.

C. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other state, and for which the CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million
Disease - policy limit: \$1 million
Disease - each employee: \$1 million

As a condition precedent to its performance pursuant to this CONTRACT, the CONTRACTOR, by and through its execution of this CONTRACT, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the

performance of work under this CONTRACT, and agrees to fully comply with said provisions.

14. Force Majeure

CONTRACTOR will not be charged nor will DIRECTOR demand from CONTRACTOR damages because of failure in providing the SERVICE indicated in the CONTRACT due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes of excusable delay may include acts of Federal and/or State governments, acts of COUNTY or anyone employed by it, acts of public enemy, fires, floods, snow storms, epidemic, quarantine, restrictions, strikes, freight embargoes, and public road closures, but in every case the delay is excusable only for so long as, and to the extent that, the excusable delay continues.

In the event that CONTRACTOR is unable to provide the SERVICE indicated due to any cause it shall make a reasonable attempt to so notify the public patronizing the SERVICE.

Whenever CONTRACTOR has notice or knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of SERVICE, CONTRACTOR shall immediately give notice to DIRECTOR and confirm by written notice thereof, including all written information with respect thereof. CONTRACTOR shall consult with COUNTY to determine the best method or course of action to alleviate or avoid any such delay and shall take such action thereafter in this matter as directed by COUNTY.

15. Assignment or Transfer

CONTRACTOR shall not assign, transfer, convey, sublet, or otherwise dispose of the CONTRACT rights, title or any interest therein, in whole or in part, or its power to execute such CONTRACT to any person, company, or corporation without the prior written consent of DIRECTOR.

16. Project Manager/Liaison (County)

CONTRACTOR shall assume full responsibility for providing the SERVICE described herein. In this effort, CONTRACTOR will be furnished a liaison with COUNTY. Said liaison will be provided by DIRECTOR or by whomever he may in writing designate from his Department. DIRECTOR will coordinate all of COUNTY's efforts with respect to this CONTRACT and will also be responsible for review approval of all CONTRACTOR's SERVICE provided under this CONTRACT. DIRECTOR shall have the authority to approve additional SERVICE, delete existing SERVICE, approve route additions or deletions, and stop or schedule changes, provided, however, that any such changes shall

not exceed the limitations as set forth by Section 4 or the dollar amount set forth in Subsection 5.D herein. DIRECTOR shall designate Kathi Delegal as Project Manager for the Department. DIRECTOR shall notify CONTRACTOR in writing of any subsequent changes in the Project Manager.

17. Project Manager/Liaison (Contractor)

Whenever CONTRACTOR has notice or knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the SERVICE to be provided herein under this CONTRACT, CONTRACTOR shall immediately give notice to DIRECTOR and confirm by written notice thereof, including all written information with respect thereto. CONTRACTOR shall consult with DIRECTOR to determine the best method or course of action to alleviate or avoid any such delay and shall take such action thereafter in this matter as directed by DIRECTOR. CONTRACTOR agrees to appoint a Project Manager for all aspects of the SERVICE to be performed hereunder. Said Project Manager shall have full authority to act for CONTRACTOR. CONTRACTOR shall notify DIRECTOR in writing of any subsequent changes in the Project Manager. All changes are subject to the approval of DIRECTOR.

18. Contractor Responsibility and Debarment

- A. A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the CONTRACT. It is the COUNTY's policy to conduct business only with responsible contractors.
- B. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the CONTRACT, debar the CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three years and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- C. The COUNTY may debar a CONTRACTOR if the BOARD finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY; (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness, or capacity to perform a contract with the COUNTY or any other public entity, or engaged in

a pattern or practice which negatively reflects on the same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.

- D. If there is evidence that the CONTRACTOR may be subject to debarment, the COUNTY will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the BOARD. The BOARD shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

19. Termination by Director

- A. DIRECTOR reserves the right to terminate any or all portions of the SERVICE in this CONTRACT at DIRECTOR's convenience upon giving 30 days written notice to CONTRACTOR.
- B. DIRECTOR shall further have the right to terminate this CONTRACT immediately in its entirety and all rights ensuing therefrom upon the occurrence of one or more of the following:
 - 1. The occurrence of any act which operates to deprive CONTRACTOR of the rights, powers, licenses, permits, and authorities necessary for the proper conduct and operation of the activities authorized herein for a period of 30 days, or the filing by or against CONTRACTOR of any petition in bankruptcy, or any reorganization of operator pursuant to the Bankruptcy Act; provided, however, that any attempt upon the part of CONTRACTOR to make an

assignment for the benefit of creditors shall constitute a breach of this CONTRACT and, thereupon, this CONTRACT shall become null and void and no right granted or conferred by this CONTRACT shall pass under said attempted assignment.

2. The abandonment or discontinuance by CONTRACTOR of any of the SERVICE herein designated by any act or acts of CONTRACTOR without the prior written consent of DIRECTOR.
3. Any repeated or persistent violation on the part of CONTRACTOR's agents, servants, or employees of the traffic rules and regulations of the State of California or disregard of the safety of persons using buses.
4. The failure by CONTRACTOR to keep, perform, and observe any of the covenants, conditions, and terms of this CONTRACT to be kept, performed, or observed.
5. Failure on the part of CONTRACTOR to maintain the quality of SERVICE required by the terms of this CONTRACT after a five-day written notice to correct any deficiency found therein, including, but not limited to, any cessation or diminution for any reason whatsoever to maintain in its employ the personnel necessary to keep said transportation SERVICE in operation and available for transporting passengers.
6. Failure to maintain the whole, or any portion, of CONTRACTOR's bus equipment, other equipment, or facilities in a manner satisfactory to DIRECTOR after a five-day written notice to correct any deficiency found therein.
7. DIRECTOR may, by written notice to CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this CONTRACT if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this CONTRACT or securing favorable treatment with respect to the award, amendment, or extension of this CONTRACT or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this CONTRACT. In the event of such termination, COUNTY shall be entitled to pursue that same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR. CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee

or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

- C. In the event DIRECTOR terminates this CONTRACT as herein above provided, CONTRACTOR will be paid for the actual SERVICE performed up to the time of cancellation of the CONTRACT. If cancellation is due to any of the reasons specified in Subsection 19.B herein, such payment will be reduced by any damages caused to COUNTY by acts of CONTRACTOR causing the cancellation. CONTRACTOR in having tendered a bid, shall be deemed to have waived any and all claims for damages because of cancellation in CONTRACT for any such reason.

20. Default by Contractor

If CONTRACTOR fails to commence bus SERVICE within the time specified, in the manner specified, does or causes to occur any of the acts indicated in Section 19, or if CONTRACTOR is not carrying out the intent of the CONTRACT, DIRECTOR's written notice may be served upon CONTRACTOR demanding satisfactory compliance with the CONTRACT. If CONTRACTOR does not comply with such notice within the time permitted by COUNTY, or after starting to comply, fails to continue complying to the satisfaction of COUNTY, COUNTY may complete and continue the SERVICE by contracting for the unfinished SERVICE with another contractor or providing for and continuing the SERVICE with its own personnel and/or equipment or by combination of such methods. DIRECTOR may also recommend to the BOARD that the CONTRACT be canceled. The CONTRACT may be canceled by the BOARD without liability for damages, when in the BOARD's opinion CONTRACTOR is not complying in good faith, has become insolvent, or assigned, or subcontracted any part of the work without the DIRECTOR's consent. In the event of such cancellation, CONTRACTOR will be paid the actual amount due based on the number of actual bus days of operation completed at the time of cancellation, times the rate bid per revenue bus day of operation, less damages caused to COUNTY by acts of CONTRACTOR causing the cancellation. Such damages shall include costs incurred by COUNTY to complete the SERVICE over and above the costs which would have resulted had the SERVICE been completed under this CONTRACT. These damages may be deducted from the money due or becoming due to CONTRACTOR from COUNTY. If the sums due under the CONTRACT are insufficient, CONTRACTOR shall pay to COUNTY within ten business days after receipt of an invoice from COUNTY all costs in excess of the amounts withheld by COUNTY.

21 Emergency In-Lieu Performance by County

In the event that CONTRACTOR fails, neglects, or is unable to timely perform any of the SERVICE as specified herein, DIRECTOR, in its sole discretion, reserves the right, without waving its right to terminate the CONTRACT as specified in Section 19 or declare the CONTRACT in default, to provide such SERVICE until such time as CONTRACTOR demonstrates to COUNTY's satisfaction CONTRACTOR's ability to perform. CONTRACTOR agrees to pay COUNTY for all of COUNTY's costs thereof.

22. Business Records Retention and Inspection

CONTRACTOR shall maintain separate, complete, and accurate books and records which relate to those aspects of the SERVICE described in Section 3 of this CONTRACT, including statements of utilization of the SERVICE (ridership), on-time performance, income reports relating to the SERVICE, and user complaints and their resolution.

CONTRACTOR shall retain all records relating to this CONTRACT for a minimum period of three years following expiration or termination hereof. All such records shall be available for inspection by designated auditors of COUNTY and State of California at reasonable times during normal working hours.

CONTRACTOR shall maintain and make available to COUNTY and/or appropriate State agencies records pertaining to said SERVICE in accordance with the State Uniform System of Accounts.

If, at any time during the term of this CONTRACT or at any time after the expiration or termination of this CONTRACT, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the SERVICE provided to COUNTY per the terms of this CONTRACT and if such audit finds that COUNTY's dollar liability for such SERVICE is less than payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference shall be either: (1) repaid forthwith by CONTRACTOR to COUNTY by cash payment; or (2) at DIRECTOR's option, credited against any future payments hereunder to CONTRACTOR. If such audit finds that COUNTY's dollar liability for SERVICE provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this CONTRACT, as set forth in the CONTRACT, be exceeded.

23. Nondiscrimination

CONTRACTOR agrees that in hiring employees for work under this CONTRACT, or any

subcontract hereunder, neither it, nor any person acting on its behalf shall by reason of race, religion, color, national origin, ancestry, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender, discriminate against any person who is qualified and available to perform the work to which the employment relates. Nor will CONTRACTOR discriminate against or intimidate any employee hired for the performance of work under this CONTRACT on account of race, religion, color, national origin, ancestry, sexual orientation, age, or gender.

CONTRACTOR shall allow the COUNTY representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the COUNTY.

In the event of CONTRACTOR's noncompliance with the nondiscrimination provision of this CONTRACT, DIRECTOR shall impose such CONTRACT sanctions as it may determine to be appropriate, including, but not limited to: (a) withholding of payments to CONTRACTOR under the CONTRACT until CONTRACTOR complies; and/or (b) cancellation, termination, or suspension of the CONTRACT in whole or in part.

24. Modification

This CONTRACT fully expresses all understandings of the parties concerning all matters covered and shall constitute the total CONTRACT. Except as may otherwise be provided herein, no addition to, or alteration of, the terms of this CONTRACT, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this CONTRACT which is formally approved and executed by the parties.

25. Precedence of Documents

To the extent that there exists a conflict between the documents incorporated herein by reference, the Notice Inviting Bids, and the body of the CONTRACT, the conflict shall be resolved by giving precedence in the following order:

- A. The CONTRACT
- B. Documents incorporated by reference
- C. Notice of Invitation for Bids

26. Nonwaiver of Conditions

The failure of DIRECTOR to insist upon strict performance by CONTRACTOR of any provision hereunder in any one or more instances shall not constitute a waiver of such provision by COUNTY, nor shall, as a result, COUNTY relinquish any rights which it may have under this CONTRACT.

27. Interpretation

This CONTRACT shall be construed in accordance with and governed by the laws of the State of California.

28. Taxes and Other Charges

CONTRACTOR shall pay all taxes of whatever character that may be levied or charged upon its equipment, facilities, improvements, fixtures, or upon its operations hereunder. CONTRACTOR shall also pay all license or permit fees necessary or required by law for the conduct of its operations hereunder.

29. Inspection

DIRECTOR, or any person representing DIRECTOR, shall at all times have access and the right to inspect CONTRACTOR's equipment and facilities utilized in the performance of this CONTRACT.

30. Notices

A. Notices to DIRECTOR shall be addressed as follows:

Director of Public Works
County of Los Angeles
Attention Transit Operations Section
P.O. Box 1460
Alhambra, CA 91802-1460

B. Notice to CONTRACTOR shall be addressed as follows:

Contractor's name
c/o
Street address
City, State, and zip code

31. Status of Contractor

CONTRACTOR and its officers, employees, agents, and subcontractors, in the performance of this CONTRACT, shall act as independent contractors and shall not be deemed for any purposes, employees of COUNTY, nor shall they be entitled to any rights, benefits, or privileges of COUNTY employees. CONTRACTOR shall furnish all personnel, supplies, equipment, and transportation necessary for the performance of SERVICE hereunder.

32. Funding

COUNTY's obligations under this CONTRACT are subject to availability of Proposition A Local Return funds in its current budget to support this SERVICE.

COUNTY will utilize local sales tax funds obtained pursuant to Ordinance No. 16 (Proposition A) of the Los Angeles County Metropolitan Transportation Authority (MTA) for the funding of the SERVICE described herein. CONTRACTOR agrees

to be bound by applicable provisions of this Ordinance and regulations of the MTA pertaining thereto.

33. Consideration of Greater Avenues for Independence (GAIN) Program Participants for Employees

Should CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' GAIN Program who meet the CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN participants by job category to CONTRACTOR.

34. Child Support Laws

A. County's Policy on Child Support Laws

CONTRACTOR acknowledges that COUNTY places a high priority of the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY policy to encourage all COUNTY contractors to voluntarily post the COUNTY's Most Wanted: Delinquent Parents List in a prominent position at CONTRACTOR's place of business. COUNTY will supply CONTRACTOR with the poster to be used.

B. Child Support Compliance Program

As required by the COUNTY Child Support Compliance Program (County Code, Chapter 2.200), CONTRACTOR shall maintain compliance with Employment and Wage Reporting requirements as required by the Federal Social Security Act (42 USC, Section 653) and California Unemployment Insurance Code, Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures, Section 706.031, and Family Code, Section 5246(b).

C. Termination for Noncompliance with Child Support Requirements

CONTRACTOR shall maintain compliance with requirements of COUNTY Child Support Compliance Program as certified in the CONTRACTOR's Child Support Compliance Program Certification and as set forth in this CONTRACT. Failure of the CONTRACTOR to maintain compliance with these requirements will constitute a default under the terms of this CONTRACT. Failure to cure such a default within ninety (90) days of notice by the COUNTY shall be grounds upon which the COUNTY may give notice of termination and terminate this CONTRACT.

35. County's Quality Assurance Plan

The COUNTY or its agent will evaluate CONTRACTOR's performance under this CONTRACT on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all CONTRACT terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this CONTRACT in jeopardy, if not corrected, will be reported to the BOARD. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this CONTRACT or impose other penalties as specified in this CONTRACT.

36. Recycled-Content Paper Products

Consistent with BOARD policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled content paper to the maximum extent possible under this CONTRACT.

37. Prohibition Against Use of Child Labor

CONTRACTOR shall:

- A. Not knowingly sell or supply to COUNTY any products, goods, supplies, or other

personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment; and,

- B. Upon request by COUNTY, provide the country/countries of origin of any products, goods, supplies, or other personal property CONTRACTOR sells or supplies to COUNTY; and,
- C. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies, or other personal property sold or supplied by CONTRACTOR to COUNTY are produced in violation of any international child labor conventions, CONTRACTOR shall immediately provide an alternative, compliant source of supplies.

Failure by CONTRACTOR to comply with provisions of this clause will be grounds for immediate cancellation of this CONTRACT.

38. Notice to Employees Regarding the Federal-Earned Income Credit

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal-Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

39. Definitions

The following terms as may be used in this CONTRACT are defined as follows:

APPROVED BY OR

These items indicate that the specific APPROVAL OF DIRECTOR must be sought by CONTRACTOR prior to taking the action conditioned by such approval.

APPROVED EQUAL

Indicates that CONTRACTOR may provide a substitute for that specifically designated, provided that specific prior approval is obtained from DIRECTOR. The burden of proof that such substitute is, in fact, equal in quality to that designated rests on CONTRACTOR.

BIDDER	The individual, firm, or corporation who submits a bid for the SERVICE.
BOARD	The Board of Supervisors of the County of Los Angeles.
BUS DAY	One complete day of SERVICE over the scheduled route, includes layover time.
CONTRACTOR	A person, firm, or corporation with whom the CONTRACT is made by COUNTY.
COUNTY	The County of Los Angeles, California.
DIRECTOR	Director of Public Works, County of Los Angeles, or his designee.
LAYOVER TIME	Rest time periods of short duration between scheduled trips.
PROJECT MANAGER	Individuals designated to act as liaisons between DIRECTOR and CONTRACTOR.
PROVIDE, FURNISH, AND WORDS OF SIMILAR IMPORT	Unless context otherwise provides, these terms shall be understood to be preceded by the meaning "CONTRACTOR shall ..."
ROUTES	Includes changes, additions or deletions to existing routes, and new routes.
SERVICE, FREQUENCY OF SERVICE, AND WORDS OF SIMILAR IMPORT	Includes times and days of scheduled operations.
VOUCHERS AND TOKENS	Indicia of payment or authorization to ride buses, as provided or authorized by DIRECTOR.

40. County Lobbyists

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code, Section 2.160.010, retained by CONTRACTOR, shall fully

comply with the County Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with COUNTY Lobbyists Ordinance shall constitute a material breach of this CONTRACT upon which COUNTY may immediately terminate or suspend this CONTRACT.

41. Terms

In the event that PROVIDER's Terms and Conditions which may be listed in the PROVIDER's proposal conflict with the COUNTY's Specifications, Requirements, Terms, and Conditions, herein, the COUNTY's Specifications, Requirements, Terms, and Conditions shall control and be binding.

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed by their representatives thereunto, duly authorized, as of the date first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

(CONTRACTOR'S NAME)

By _____
General Manager

CONTRACTOR'S SIGNATURE
MUST BE WITNESSED BY NOTARY
(Attach appropriate jurats)